

Exhibit A

From: Jeannine Lam <jlam682@yahoo.com>
Sent: Friday, November 12, 2021 9:27 AM
To: Beth A. Norton
Subject: Re: Response to inquiry

What do you mean by governed? Is the NYCDOE and the UFT required to enforce it?
Sent from my iPhone

On Nov 12, 2021, at 9:06 AM, Beth A. Norton <BNorton@uft.org> wrote:

Ms. Lam,

Thank you for reaching out. As you likely know, the DOE's procedure for unvaccinated employees is governed by the September 10, 2021 interest arbitration award issued by Arbitrator Martin Scheinman (the "Award"). Under the Award, unvaccinated DOE employees have until November 30, 2021 to elect to either (1) separate from service or (2) remain on an unpaid leave through September 5, 2022. If an unvaccinated DOE employee does not select either of these options by the November 30, 2021 deadline, the Award provides that as of December 1, 2021, "the DOE shall seek to unilaterally separate employees who have not opted" to either separate from service or remain on an unpaid leave.

At this time, the DOE has not announced the procedure it will seek to implement to "unilaterally separate" employees that do not elect to separate from service or extend their leave through September 5, 2022 by the November 30, 2021 deadline. When the announcement is made, we will send a communication to all affected members explaining the next steps.

Beth A. Norton
General Counsel
United Federation of Teachers

From: Jeannine Lam <jlam682@yahoo.com>
Sent: Thursday, November 11, 2021 6:28 PM
To: Michael Sill <MSill@uft.org>
Subject: Grievances

To Michael Sill of the UFT:

I would like to follow up about my concerns to see how to proceed. I have reached out to my building rep, Eric (MS 137) and someone at the district office in the salary department named Tamika (via number provided by Eric). I am still seeking further support for my complaints which I would prefer to officially grieve.

The first grievance I am seeking is against the NYCDOE for stopping my pay without any "right to due process" at all. The fact that my pay has been stopped is a clear punishment prior to any due process or procedure that the NYCDOE is clearly planning against anyone who does not comply as of December 1, 2021, at which time they say that they will unilaterally seek

separation. As far as this looks, it is more clearly aggressive than when any teacher has been brought up on 3020a-Charges for abuse of a child, for instance, and put into the "Rubber Room" because those individuals are still being paid and have not lost their rights to their pay during their entirety of their investigations and due process proceedings, until the Arbitrator's decisions, yet the teachers who are not complying right now to a mandate that only of the NYCDOE, yet no other district throughout New York State. Being automatically punished by placement at home without pay has been tremendously triggering to me as each day passes. Meanwhile, it seems that NYCDOE's intention is to "unilaterally separate" those who do not comply, which is also an intent when the DOE files 3020a-charges, but, in the case of all of those not being paid since October 4, 2021, they have not informed us of the procedure which will follow and they are leaving us in limbo, with an unfair unconstitutional arbitration hovering over our futures. This action of withdrawing my pay feels like a coercive action on the part of the NYCDOE, as well as a punishment for not following the "mandate", even though no other districts have even close to such a mandate, all prior to due process/ 3020a-charges being served. The only intention seems to be to punish those who have not complied, either because they were denied religious and/or medical exemptions, and/or to set up those employees who do not comply, in the end, with NYCDOE's hard-handed rules, to be fired. The NYCDOE is doing anything in their power to then be able to fire non-compliant employees, as effectively as possible. This is retaliation and harassment and it is making me more uncomfortable as the days pass. That's where unauthorized absences come in.

With that being said, comes the second grievance of 8 unauthorized absences, so far, which have been put into the system under my name, which, according to the Chancellor's Regulations, could be used as a sole basis for the NYCDOE to file 3020a Charges against me. It is quite timely that this Chancellor's Regulation C-601 was newly revised this year on June 17, 2021 after not being revised since the year 2000. I'm concerned that these days will be used against me. The CBA does not have "unauthorized absences" in it, and this new term may set me up "on that cause alone" for the NYCDOE to attempt to fire me from my position and take my license, for standing up for my religious beliefs. The addition of this Chancellor's Regulation seems only added with the intention of firing teachers who didn't sign away their rights by choosing choice A or B in the Arbitration agreement between the NYCDOE and the UFT. The NYCDOE alongside the UFT, by following and agreeing to this Arbitration brought against its members, have set its members up for getting fired through 3020a-Charges rather than protect the teachers who fall into the category of denied religious exemptions or medical exemptions, not to mention the lack of ability to get the medical accommodations previously approved by the NYCDOE at the start of the "pandemic". The revised change of the Chancellor's Regulations C-601 was clearly done as a way to work around the contract as a plan to coerce NYCDOE employees, move to have 3020a Charges against teachers who stand by their beliefs and get rid of those who are not responding to coercion.

Please let me know how I could feel reassured that these actions are not going to happen and let me know how to formally put in a complaint.

Sincerely,
Jeannine Lam

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The views, opinions, and judgments expressed in this message are solely those of the author. The message contents have not been reviewed or approved by the UFT.

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